

EXHIBIT 1

GENERAL CONTRACT FOR SERVICE

RESPOND FLOW, INC & CBD Plus USA & Lotus Gold

This Contract (this "Contract") is made effective as of July 9th, 2020 by and between Respond Flow, Inc., of 1506 S Florence Place, Tulsa, Oklahoma 74104, (Respond Flow), and CBD Plus USA and Lotus Gold, of 420 N Pennsylvania Ave, Oklahoma City, Oklahoma 73107, (CBD+).

1. DESCRIPTION OF SERVICES. Beginning on July 13th, 2020, Respond Flow will provide to CBD+ the following services described in Exhibit A on page 4 (collectively, the "Services").

2. PAYMENT FOR SERVICES. CBD+ agrees to pay Respond Flow as follows:

Compensation outlined in attached Exhibit B on page 5.

In addition to any other right or remedy provided by law, if CBD+ fails to pay for the Services when due, Respond Flow has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and or seek legal remedies.

3. WARRANTIES. Respond Flow shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Respond Flow's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Respond Flow on similar projects.

4. TERM This Contract may be terminated by either party upon 30 days prior written notice to the other party.

5. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Respond Flow in connection with the Services will be the exclusive property of Respond Flow. Upon request, CBD+ will execute all documents necessary to confirm or perfect the exclusive ownership of Respond Flow to the Work Product.

6. MOST-FAVORED CUSTOMER. CBD+ shall receive at least as favorable terms and conditions, including, but not limited to, pricing treatment, from Provider as those provided by Provider to any other person or entity purchasing products similar to the Products and services similar to the Services. Accordingly, in the event Provider provides products similar to the Products or services similar to the Services to such person or entity on terms and conditions better than the terms and conditions extended to CBD+, Provider shall offer as favorable terms and conditions to CBD+ on all subsequent purchases of the Products and the Services and will retroactively offer to CBD+ the more favorable terms and conditions on all Products and Services purchased, by CBD+ prior to such date, and refund to CBD+ any amount paid in excess of any more favorable pricing provided to any other person or entity.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract

8. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

11. CONFIDENTIALITY. Respond Flow, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Respond Flow, or divulge, disclose, or communicate in any manner, any information that is proprietary to CBD+. CBD+, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CBD+, or divulge, disclose, or communicate in any manner, any information that is proprietary to Respond Flow. Both Respond Flow and CBD+, and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

13. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

15. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

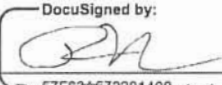
16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Oklahoma.

18. SIGNATORIES. This Agreement shall be signed on behalf of CBD+ by Ryan Vicedomini, CEO and on behalf of Respond Flow by Martin Lien, CEO and effective as of the date first above written.

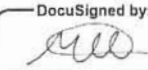
I understand & agree this is a legal representation of my signature.

Service Recipient:
CBD Plus USA & Lotus Gold

By:  _____
DocuSigned by:
Ryan Vicedomini
CEO

Date 7/15/2020

Service Provider:
Respond Flow, Inc.

By:  _____
DocuSigned by:
Martin Lien
CEO

Date 7/14/2020

EXHIBIT A

Respond Flow, Inc. promise to provide the following services:

- a. 15 phone numbers on the account with on the Scale plan of the Respond Flow platform organized within one CBD+ organization.**
- b. Training and onboarding of the CBD+ team.**
- c. Continuous and timely support through:**
 - a. Webhosted helpdesk.**
 - b. Designated account representative available by phone in time sensitive emergencies.**

EXHIBIT B

CBD Plus USA agrees to pay Respond Flow as follows:

- a. Payment for each phone number on the Respond Flow platform.**
 - a. CBD+ will pay Respond Flow a fixed fee for each of the 15 phone numbers according to pre-agreed discounts, paid on an annual (12 month) basis.
 - i. CBD+ will pay Respond Flow \$200 per month per phone number, paid out in one instalment up front.
 - ii. Each phone number will be subject to a 2-month "trial" period with a 50% discount (\$100/m) baked into the annual amount. Bringing the per phone number annual amount cost to \$2,200.00.
 - iii. Total payment due upon signing is \$33,000.00.
 - 1. Payment should be made by wire or check.
 - 2. Payment shall be made in three equal installments of \$11,000.00.
 - 3. 1st Payment due July 31, 2nd payment August 31, 3rd payment due September 30.
- b. Payment for text message usage.**
 - a. CBD+ will pay Respond Flow \$0.01 per SMS sent and received, and \$0.02 per MMS send and received, and \$0.01 per minute of call-forwarding through the Respond Flow platform. The accumulated usage is charged monthly either by automatic credit card charge or by invoice due on the 10th of the following month.
 - i. One text message is defined as 160-characters sent or received.